

ADVERTISING REPRESENTATION AGREEMENT

This Advertising Representation Agreement (the "Agreement") is entered into as of January 3, 2006 by and between Spartan-TV, L.L.C., a Delaware limited liability company ("Spartan") and Young Broadcasting of Lansing, Inc., a Michigan corporation ("Young"). Young and Spartan are referred to herein individually as "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Spartan is the licensee of analog television station WHTV(TV), Jackson, Michigan and permittee of digital television station WHTV-DT, Jackson, Michigan (together with WHTV(TV), "WHTV" or the "Station");

WHEREAS, Spartan desires to appoint Young as its advertising sales representative for the sale and placement of commercial television advertising time during the programming broadcast by Spartan on the Station, and Young is willing to accept such appointment, in each case on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and premises contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

**ARTICLE I.
DEFINITIONS**

Section 1.1 Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in *Exhibit A*.

Section 1.2. Other Definition Provisions. The masculine form of words includes the feminine and the neuter and vice versa, and, unless the context otherwise requires, the singular form of words includes the plural and vice versa. The words "herein," "hereof," "hereunder" and other words of similar import when used in this Agreement refer to this Agreement as a whole, and not to any particular section or subsection.

**ARTICLE II.
COMMERCIAL TIME**

Section 2.1 Sale of Commercial Time. Effective as of 12:01 a.m. on the Commencement Date (defined below), Spartan appoints Young as its exclusive representative with respect to (a) all of the broadcast time available for commercial announcements and paid programming on the Station, including all current and future DTV channels ("All Commercial Time"), other than national advertising time sold in network programming and nationally syndicated barter programming aired on the Station and such time as has already been committed to third parties under the Existing Sales Agreements (as defined in Section 2.2 below), per inquiry (PI) time, or time provided to Spartan for promotions of the Station (collectively, "Excluded Commercial Time"), and (b) advertising on the Station's websites. All Commercial

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Time other than Excluded Commercial Time, and advertising on the Station's websites, shall be known as the "Commercial Inventory". All sales shall be subject to Spartan's approval.

Section 2.2 Revenue, Billing and Collections. Young shall perform billing and collection functions with respect to all of Spartan's written agreements entered into before the Commencement Date for the broadcast of advertising announcements on the Station (the "Existing Sales Agreements") during the Term (defined below) and for the Commercial Inventory, and shall use commercially reasonable efforts to collect all amounts owed thereunder in accordance with industry practice; provided, that, Young shall not be obligated to institute litigation, employ any collection agency, legal counsel or other third party, or take any other extraordinary means of collection or pay any expenses to third parties to collect the amounts owed. Young shall not incur any liability to Spartan for uncollected amounts or any unsold portions of the Commercial Inventory or the advertising announcements under the Existing Sales Agreements during the Term. Spartan shall perform billing and collection functions for all advertising announcements aired prior to the commencement of the Term under the Existing Sales Agreements. Spartan shall pay all fees, commissions and other amounts due under the Existing Sales Agreements, the Contracts (defined below), Spartan's employment agreements and all of Spartan's other agreements, including but not limited to, national sales representative fees.

Section 2.3 Exclusivity. Spartan shall not enter into any other advertising representation agreement or similar agreement for the Station with any third party.

Section 2.4 Listing. Young may, in its discretion, list Young as the sales representative for Spartan with respect to the Station in applicable trade listings and in its own advertising and promotional material.

Section 2.5 Records and Reports. Spartan shall keep internal records and logs of the placement of all Station advertising sold by Young and accepted by Spartan ("Advertisements"). Young shall keep written records relating to its advertising representation services for the Station consistent with Young's past practices. Young shall provide Spartan with monthly sales and accounts receivable aging reports in a form substantially as provided in *Exhibit C*. Spartan, working closely with Young, shall provide all industry-standard traffic and continuity functions with respect to advertising sold for broadcast on the Station. Spartan and Young shall work together to provide weekly traffic and continuity reports in a form substantially as provided in *Exhibit C*.

Section 2.6 Sales Commissions. During the Term, Young shall be entitled to the commissions ("Sales Commissions") set forth in Schedule 2.6.

ARTICLE III. OPERATIONS

Section 3.1 Operations Generally. Nothing in this Agreement relieves or is intended to relieve Spartan of its ultimate responsibility for operating and maintaining the Station. Spartan shall be responsible for ensuring that the Advertisements comply with the Act, the FCC Rules and all other applicable federal, state and local laws in effect from time to time, including

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but not limited to, the Station's compliance with all political broadcasting and sponsorship identification requirements set forth in the Act and the FCC Rules, and for complying with programming supplier agreements, including complete oversight over production of the Advertisements.

Section 3.2 Access and Right to Use Facilities. Spartan shall ensure that Young's personnel are afforded access to, and have the right to use, without charge, the assets, facilities, and properties used by the Station to the extent Young personnel may reasonably desire, for the purposes of conducting the activities Young deems necessary to fulfill its obligations and enjoy its rights under this Agreement, provided that, when on the property of the Station, Young's personnel shall be subject to the direction and control of Spartan and Spartan's personnel.

Section 3.3 Access to Information. Spartan shall provide Young, upon request, with access to such data and information Young reasonably deems necessary to perform its advertising representation services hereunder, including overnight ratings and other audience research information. Young shall keep such information confidential if Spartan identifies such information as confidential, in writing.

Section 3.4 Control. Notwithstanding any provision of this Agreement to the contrary, during the Term, Spartan shall continue to maintain full control, authority and power over the operations of the Station, including, but not limited to, management, finances, programming, editorial policies, and employees of Spartan, and Spartan-controlled facilities. Spartan is responsible for the Station's compliance with the Act and FCC Rules and all other applicable laws and regulations in effect from time to time, including, without limitation, the right to accept or reject Advertisements. Spartan shall be solely responsible for and pay in a timely manner all expenses relating to the operation and maintenance of the Station, including but not limited to, design, construction, financing and maintenance of the Station's equipment and facilities and all taxes and other costs incident thereto; payments due under any leases, contracts and agreements; music performance license fees; and all utility costs relating to the operation of the Station. Nothing contained herein shall give Young any right to control the management, finances, programming, editorial policies, employees or facilities of Spartan, or any other matter relating to the Station. The arrangements contemplated herein do not constitute a partnership or joint venture between the Parties. Young shall act as agent, on an independent contractor basis, for Spartan with respect to its advertising representation services hereunder.

Section 3.5 Regulatory Compliance. All arrangements contemplated herein will be subject to, and are intended to comply with, the Act, the FCC Rules and all other applicable federal, state and local laws and regulations in effect from time to time.

Section 3.6 General Compliance With Law. Spartan agrees that, throughout the Term of this Agreement, Spartan shall comply with the Act, the FCC Rules and all other laws and regulations applicable to this Agreement. Young agrees that, throughout the Term of this Agreement, and to the extent it is so subject, Young shall comply with the Act, the FCC Rules and all other laws and regulations applicable to the obligations of Young under this Agreement.

Section 3.7 Rates. The rates charged for sale of the Commercial Inventory shall be controlled by Spartan. Subject to the preceding sentence, Young may sell, package or market the

Commercial Inventory without restriction in the course of its advertising representation services hereunder.

**ARTICLE IV.
REVENUE AND PAYMENTS**

Section 4.1 Definitions. As used herein, the terms defined below have the following meanings:

(a) "Estimated Representation Expenses" means, for any period, the expenses specified in the Operating Budget that are estimated to be incurred by Young for performing advertising representation services for the Station (including percentage allowances in the case of agency commissions, sales commissions and representative fees).

(b) "Representation Expenses" means, for any period, the expenses actually incurred by Young for performing advertising representation services for the Station during such period that are within the categories of Estimated Representation Expenses specified in the Operating Budget.

(c) "Gross Revenue" means, for any period during the Term of this Agreement, the gross amount actually due under each advertising contract entered into by Young and approved by Spartan during that period (each a "New Advertising Contract"), minus amounts written off by Young as uncollectable accounts during that period.

(d) "Estimated Station Expenses" means, for any period, the expenses specified in the Operating Budget that are estimated to be incurred by Spartan for the operation of the Station. Estimated Station Expenses specifically shall not include any capital expenses or any expenses for constructing or improving the Station, and amounts payable to Young as Sales Commissions pursuant to Section 2.6.

(e) "Station Expenses" means, for any period, the expenses actually incurred by Spartan for the operation of the Station during such period that are within the categories of Estimated Station Expenses specified in the Operating Budget.

(f) "Operating Profit" for any period means the difference of Gross Revenue for such period, minus Representation Expenses for such period, minus Station Expenses.

Section 4.2 Operating Budget.

(a) Prior to the Commencement Date, the Parties shall jointly prepare an operating budget (the "Operating Budget") for the Station consisting of reasonable Estimated Representation Expenses and reasonable Estimated Station Expenses, each for the period commencing on the Commencement Date and ending on June 30, 2007. The Operating Budget for such period is attached as Schedule 4.2(a) hereto.

(b) Prior to the date forty-five (45) days in advance of the end of the period covered by the then-current Operating Budget, the Parties shall jointly prepare an Operating

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Budget for the next calendar year, or the remaining time period in the Term, whichever is shorter.

(c) The Operating Budget may be amended during the course of each year, only by mutual written consent of the Parties.

Section 4.3 Pre-payments. Within ten (10) days of the Commencement Date, Spartan shall deliver to Young a list of all prepaid cash received by Spartan under the Existing Sales Agreements ("Prepayments"). On or before the fifteenth (15th) day of each month following the broadcast of any such prepaid advertising announcements on the Station, Spartan shall remit the corresponding Prepayments to Young, or Young, at its option, may deduct such amount in calculating the sum otherwise due to Spartan under Section 4.5 for such month. Notwithstanding anything to the contrary herein, no Prepayment shall be included in the calculation of Gross Revenue. If any party to an Existing Sales Agreement is owed a refund of a Prepayment, Spartan shall promptly remit such amount to Young, upon its request, for Young to refund to such advertiser.

Section 4.4 Station Expenses. Prior to the tenth (10th) day of each month during the Term commencing with the first month following the Commencement Date, and the first month of the Post-Termination Collection Period, Spartan shall provide to Young an accounting of all Station Expenses for the prior month for which Spartan seeks reimbursement under Section 4.5 (subject to the limit of Section 4.5(g)).

Section 4.5 Payments.

Confidential or proprietary information and has been redacted from the instant Public Inspection File copy pursuant to Section 73.3526(e)(16) of the FCC's rules.

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**ARTICLE V.
TERM AND TERMINATION**

Section 5.1 Term. The term of this Agreement shall commence on January 26, 2006, or on an earlier date mutually agreed upon in writing by both Parties (the "Commencement Date") and shall end on December 31, 2008 (the "Initial Term"). Unless earlier terminated by either Party pursuant to this Article V, the term of this Agreement may be extended for an additional three (3) year period (the "Renewal Term" and together with the Initial Term, the "Term") by mutual written consent of the Parties.

Section 5.2 Events of Termination. Notwithstanding Section 5.1, prior to the expiration of the Term, this Agreement may be terminated as follows:

- (a) by mutual written consent of the Parties effective on a mutually agreed date;

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(b) by either Party effective upon written notice to the other Party within thirty (30) days from the date on which the Station's Affiliation Agreement with the United Paramount Network ("UPN") is terminated, cancelled or expires;

(c) by either Party effective upon written notice to the other Party by August 1, 2007, if the Operating Profit for the period January 1, 2006 through June 30, 2007 is not positive or net operating cash flow as defined by the Operating Budget then in effect is 20% below budget;

(d) by either Party effective upon written notice to the other Party in the event of a material breach of this Agreement by the other Party, provided that the terminating Party is not then in material breach, which breach is not cured within thirty (30) calendar days of written notice thereof to the breaching party with respect to a non-monetary breach and ten (10) business days of written notice thereof to the breaching party with respect to a payment breach;

(e) by Young effective upon written notice to Spartan, if the availability of advertising announcement time in the Station's programming schedule, as in existence on the Commencement Date (as listed on *Exhibit B* attached hereto), is altered in such a way as to materially and adversely affect Young's ability to perform advertising representation services pursuant to this Agreement;

(f) by either Party effective upon written notice to the other within thirty (30) days after an agreement has been entered into for the sale of all or substantially all of the assets of or to effectuate a transfer of control (as defined by the FCC) of Young's television station WLNS-TV, Lansing, Michigan that is not pro forma in nature;

(g) by either Party effective upon written notice to the other within thirty (30) days after an agreement has been entered into for the sale of all or substantially all of the assets of the Station to someone other than Young or to effectuate a transfer of control (as defined by the FCC) of the Station to a party other than Young that is not pro forma in nature;

(h) by either Party effective upon written notice to the other if the Operating Budget for any calendar year is not mutually agreed upon forty-five (45) days in advance of the end of the period covered by the Operating Budget then in effect;

(i) by either Party effective upon written notice to the other if: (i) this Agreement is declared invalid or illegal in whole or substantial part by an order or decree of an administrative agency or court of competent jurisdiction and such order or decree has become final and no longer subject to further administrative or judicial review; or (ii) there has been a material change in FCC rules, policies or precedent that would cause this Agreement to be in violation thereof and such change is in effect and has not been stayed pending an appeal or further administrative review; and in the case of any event described in the foregoing clause (i) or clause (ii), following a period of good faith negotiations not to exceed thirty (30) days, the Parties fail to agree on such changes to this Agreement as are required to eliminate such illegality, invalidity or violation while preserving in all material respects the Parties' respective rights and interests hereunder;

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(j) by either Party effective upon written notice to the other, upon the termination of the Services Agreement;

(k) by either Party effective upon written notice to the other if the other Party (i) becomes or is declared insolvent or bankrupt, (ii) is the subject of any proceeding related to its liquidation or insolvency (whether voluntary or involuntary) which is not dismissed within sixty (60) calendar days, or (iii) makes an assignment for the benefit of creditors;

(l) without limiting the generality of Section 5.2(i), by Young effective upon written notice to Spartan if WHTV is determined by the FCC to be attributable to Young for purposes of the FCC's multiple ownership rules as a consequence of this Agreement and/or the Services Agreement and, following a period of good faith negotiations not to exceed thirty (30) days, Young and Spartan fail to agree on such changes to this Agreement and/or the Services Agreement as are required to eliminate such attribution while preserving in all material respects the Parties' respective rights and interests hereunder; or

(m) without limiting the generality of Section 5.2(i), by either Party effective upon written notice to the other if the Department of Justice or the Federal Trade Commission has obtained an order or decree from a court of competent jurisdiction that enjoins Young's performance of its obligations hereunder and such order or decree has become effective and, following a period of good faith negotiations not to exceed thirty (30) days, the Parties fail to agree on such changes to this Agreement as are required to eliminate the basis for such injunction while preserving in all material respects the Parties' respective rights and obligations hereunder.

Section 5.3 Effect of Termination. In the event of the expiration, cancellation or termination of this Agreement:

(a) Young shall have no further right to perform any advertising representation services for the Station;

(b) Young shall assign to Spartan all New Advertising Contracts;

(c) Spartan shall assume the New Advertising Contracts and all associated liabilities and perform all of Young's obligations under the New Advertising Contracts;

(d) Spartan shall indemnify and hold Young and its partners, employees, agents, affiliates, officers and directors harmless from and against any and all third party claims under the New Advertising Contracts for any advertising to be broadcast after the date of expiration, cancellation or termination of this Agreement;

(e) Spartan shall be entitled to retain all revenues for advertising broadcast after the expiration, cancellation or termination of this Agreement;

(f) for sixty (60) days after the effective date of any expiration, cancellation or termination of this Agreement (the "Post-Termination Collection Period"), Young shall continue to collect any accounts receivable under the New Advertising Contracts that aired prior to such expiration, cancellation or termination; provided, that any uncollected receivables shall

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be assigned to Spartan on expiration of the Post-Termination Collection Period; provided, further, that on the fifteenth (15th) day of the next month following the effective date of expiration, cancellation or termination, Young shall remit to Spartan all prepaid cash, not already distributed pursuant to Section 4.5 hereof, received by Young pursuant to any New Advertising Contract, net of any amounts due to Young under Section 4.5;

(g) on or before the fifteenth (15th) day of each month during the Post-Termination Collection Period, and the next immediate month after the expiration of the Post-Termination Collection Period, Young shall remit to Spartan the amount specified in Section 4.5; and

(h) no termination shall relieve a party of liability for failure to comply with this Agreement prior to termination.

**ARTICLE VI.
REPRESENTATIONS, WARRANTIES AND COVENANTS**

Section 6.1 Spartan represents, warrants and covenants as follows:

(a) Spartan is the authorized and legal holder of all licenses, permits and authorizations necessary for the operation of the Station (the "Station Authorizations"), which are in full force and effect and have been complied with in all material respects. To the knowledge of Spartan, no investigation, notice of investigation, forfeiture, violation, order, complaint, action, or other proceeding is pending or threatened before the FCC or any other governmental authority to revoke, refuse to renew or modify any Station Authorization which would threaten or adversely affect WHTV's operations as presently conducted. To the knowledge of Spartan, no event has occurred which permits, or after notice or lapse of time would permit, the revocation or termination of any Station Authorization or the imposition of any restriction thereon of such a nature as may materially limit the business or operations of WHTV as now conducted. Spartan will undertake in good faith to keep the Station Authorizations in full force and effect throughout the Term of this Agreement.

(b) All reports, data, financial records, and all other information provided by Spartan to Young pursuant to this Agreement regarding the Station will be accurate in all material respects.

(c) Schedule 6.1(c) contains a complete and accurate list of all affiliation, syndication and other agreements relating to the programming of the Station in effect as of the date hereof, including all agreements to air paid programming on the Station (collectively, the "Contracts").

(d) Schedule 6.1(d) contains a complete and accurate list of all Existing Sales Agreements that are currently in effect.

(e) Within ten (10) business days of the execution of an agreement providing for the sale, assignment, transfer or other disposition, directly or indirectly, of all or substantially all of the assets of the Station, or the transfer of control (as defined by the FCC) of Spartan other

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than to Young or its Affiliate, Spartan shall provide written notice to Young of the existence of such agreement.

Section 6.2 Young represents, warrants and covenants as follows:

(a) All reports, data, financial records, and all other information provided by Young to Spartan regarding Young's advertising representation services under this Agreement will be accurate in all material respects.

(b) Within ten (10) business days of the execution of an agreement providing for the sale of all or substantially all of the assets of WLNS-TV, Lansing, Michigan, or the transfer of control (as defined by the FCC) of Young, Young shall provide written notice to Spartan of the existence of such agreement.

Section 6.3 Young and Spartan each represent and warrant to the other that it is legally qualified and has the requisite power and authority to enter into this Agreement and to engage in the transactions contemplated by this Agreement. Each of Spartan and Young is in good standing in the state of its formation and qualified to do business in the State of Michigan. The signatures appearing for Young and Spartan, respectively, at the end of this Agreement have been affixed pursuant to such specific authority as, under applicable law, is required to bind them. Neither the execution, delivery, nor performance by Spartan or Young of this Agreement conflicts with, results in a breach of, or constitutes a default or ground for termination under any agreement or judicial or governmental order or decree to which Spartan or Young, respectively, is a party or by which it is bound.

ARTICLE VII. INDEMNIFICATION; INSURANCE

Section 7.1 Indemnification Rights. Each Party will indemnify and hold harmless the other Party, and the partners, employees, agents, affiliates, officer and directors of such other Party, from and against any and all loss, liability, cost and expense, including, without limitation, reasonable attorneys' fees arising out of or incident to (i) any breach or default by such Party of a representation, warranty, or covenant made herein, and (ii) any failure to comply with the terms of this Agreement. Without limiting the generality of the foregoing, Young shall indemnify and hold Spartan and its officers, directors, stockholders, agents and employees harmless against any and all liability for libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights resulting from or relating to the advertising or other material furnished by Young for broadcast on the Station (except for advertising material of any nature produced by third parties), along with any fine or forfeiture imposed by the FCC because of the content of such material; and Spartan shall indemnify and hold Young and its officers, directors, stockholders, agents and employees harmless against any and all liability for libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights resulting from or relating to the advertising, programming or other material furnished by Spartan for broadcast on the Station, along with any fine or forfeiture imposed by the FCC because of the content of material furnished by Spartan.

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Section 7.2 Procedures. If any claim (or proceeding relating thereto) by a person or entity not a party to this Agreement that is covered by any provision in this Agreement to indemnify and hold harmless shall arise, the Party who seeks indemnification (the "Indemnified Party") shall give written notice thereof to the other Party (or parties) (the "Indemnitor") pursuant to the notice provisions set forth in Section 8.7 promptly after the Indemnified Party learns of the existence of such claim or proceeding; provided, however, that the Indemnified Party's failure to give the Indemnitor prompt notice shall not bar the Indemnified Party's right to indemnification unless such failure has materially prejudiced the Indemnitor's ability to defend the claim or proceeding. The Indemnitor shall have the right to employ counsel reasonably acceptable to the Indemnified Party to defend against any such claim or proceeding, or to compromise, settle or otherwise dispose of the same, if the Indemnitor deems it advisable to do so, all at the expense of the Indemnitor; provided that the Indemnitor shall not have the right to control the defense of any such claim or proceeding unless it has acknowledged in writing its obligation to indemnify the Indemnified Party fully from all liabilities incurred as a result of such claim or proceeding; further provided that (i) the Indemnitor shall not effect any settlement relating to any such claim or proceeding unless such settlement includes an unconditional release of such Indemnified Party from all liability on any claims that are the subject of such claim or proceeding and (ii) the Indemnitor may not contractually bind any Indemnified Party or bind any Indemnified Party to any injunctive or equitable remedy, in either case without the written consent of the Indemnified Party. The parties will fully cooperate in any such action, and shall make available to each other any books or records useful for the defense of any such claim or proceeding. If the Indemnitor fails to acknowledge in writing its obligation to defend against or settle such claim or proceeding within twenty (20) days after receiving notice thereof from the Indemnified Party (or such shorter time specified in the notice as the circumstances of the matter may dictate), the Indemnified Party shall be free to dispose of the matter, at the expense of the Indemnitor, in any way in which the Indemnified Party deems to be in its best interest.

Section 7.3 Survival. The indemnification obligations contained in this Section and in other provisions of this Agreement shall survive any expiration, cancellation or termination of this Agreement.

Section 7.4 Insurance. During the Term, each Party shall carry comprehensive general liability and errors and omissions insurance with reputable companies covering their activities under this Agreement and the Services Agreement, in an amount not less than \$5,000,000, and shall name the other Party as an additional insured on such insurance policy. Each Party shall also carry sufficient worker's compensation and/or disability insurance. Each Party shall deliver to the other Party upon request a certificate of insurance evidencing the coverage required by this Section.

ARTICLE VIII. MISCELLANEOUS

Section 8.1 Services and Facilities Unique. The Parties hereto agree that the goods, services and facilities to be provided by each Party to the other under the Agreement are unique, and that substitutes therefor cannot be purchased or acquired in the open market. For that reason, either Party would be irreparably damaged in the event of a material breach of this Agreement by the other Party. Accordingly, either Party may request that a decree of specific performance be

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issued by a court of competent jurisdiction, enjoining the other Party to observe and to perform such other Party's covenants, conditions, agreements, and obligations hereunder, and each Party hereby agrees neither to oppose nor to resist the issuance of such a decree on the grounds that there may exist an adequate remedy at law for any material breach of the Agreement.

Section 8.2 No Partnership or Joint Venture. This Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or a joint venture between the parties. Except as otherwise specifically provided in this Agreement, neither Party shall be authorized to act as an agent of or otherwise to represent the other Party.

Section 8.3 Assignment; Successors and Assigns. Each Party may assign its rights and obligations under this Agreement only with the prior written consent of the other Party; provided, however, that either Party may freely assign its rights and obligations under this Agreement without the consent of the other Party to its parent company or to an Affiliate, in whole or in part, including, but not limited to, assignment by Young to Adam Young, Inc. The covenants, conditions and provisions hereof are and shall be for the exclusive benefit of the parties hereto and their permitted successors and assigns, and nothing herein, express or implied, is intended or shall be construed to confer upon or to give any person or entity other than the parties hereto and their permitted successors and assigns any right, remedy or claim, legal or equitable, under or by reason of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

Section 8.4 Construction; Entire Agreement. This Agreement shall be construed in accordance with the laws of the State of Michigan without regard to principles of conflict of laws. This Agreement embodies the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior agreements, representations, or understandings, oral or written, between them with respect to the subject matter hereof.

Section 8.5 Modification and Waiver; Rights Cumulative. No modification, amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by the Party against whom such modification, amendment or waiver is asserted, and no failure to exercise any right, power, or privilege hereunder shall operate to restrict the exercise of the same right, power, or privilege upon any other occasion nor to restrict the exercise of any other right, power, or privilege upon the same or any other occasion. No waiver shall be deemed a continuing waiver in respect of any subsequent breach or default, either of similar or different nature, unless expressly so stated in writing. The rights, powers, privileges, and remedies of the Parties hereto are cumulative and are not exclusive of any rights, powers, privileges, or remedies which they may have at law, in equity, by statute, under this Agreement, or otherwise.

Section 8.6 Challenge and Unenforceability. If this Agreement is challenged in whole or in part at the FCC or in another administrative or judicial forum, Young and Spartan shall jointly defend the Agreement and their respective performance hereunder, throughout all such proceedings. Subject to Sections 5.2(i), 5.2(l) and 5.2(m), if any provision of this Agreement or the application thereof to any person, entity or circumstances shall be deemed invalid or unenforceable to any extent by any court, administrative agency, or similar governmental authority, or become invalid or unenforceable by operation of any alteration or modification of current laws or regulations, the remainder of this Agreement and the application of such

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provision to other persons, entities or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law, provided that if such invalidity or unenforceability should change the basic economic positions of the Parties, the Parties shall negotiate in good faith such changes and other terms as shall be practicable in order to restore them to their prior positions while still ensuring compliance with the court order or decision, rule, regulation or policy interpretation, application, alteration or modification. In the event that the court, administrative agency or other similar governmental authority does not approve any such reformed or revised version of this Agreement, or approves such reformed or revised version with conditions that have, or would reasonably be expected to have, a material adverse effect on Spartan or Young (or any of their respective Affiliates), or in the event the Parties are unable to reach an agreement as to how to reform the Agreement, such failure to agree or obtain approval shall not be deemed an event of default by either party hereunder.

Section 8.7 Notices. Any notice, request, demand or consent required hereunder shall be in writing (including by facsimile transmission) and any payment, notice, or other communication shall be deemed given when delivered personally; or, in the case of communications other than payments, when transmitted by facsimile and confirmation of receipt is obtained, one (1) day after being sent by a nationally-recognized overnight courier, or five (5) days after being sent by regular mail, first class, postage pre-paid, return receipt requested; in each case to the following address or facsimile number, as applicable:

To Spartan: Spartan-TV, L.L.C.
5670 Wilshire Blvd., Suite 1300
Los Angeles, California 90036
Attention: Paul Koplin
Telephone: (323) 965-5400
Facsimile: (323) 965-5411

With a copy (which shall not constitute notice) to:

Station WHTV(TV)
5815 S. Pennsylvania Ave.
Lansing, Michigan 48911
Attention: Station Manager
Telephone: (517) 393-9488
Facsimile: (517) 393-9499

To Young: Young Broadcasting, Inc.
599 Lexington Avenue, 47th Floor
New York, New York 10022
Attention: James Morgan
Telephone: (212) 754-7070
Telecopier: (212) 758-1229

With copies (which shall not constitute notice) to:

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WLNS-TV
2820 East Saginaw Street
Lansing, Michigan 48912
Attention: General Manager
Telephone: (517) 372-8282
Telecopier: (517) 374-7610

Section 8.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Section 8.9 Headings. The article, section and subsection headings of this Agreement are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement.

Section 8.10 Exhibits and Schedules. Any exhibits or schedules attached hereto are an integral part of this Agreement and shall be considered a part of this Agreement with the same force and effect as if set forth in full in the text of the Agreement.

Section 8.11 Arbitration; Remedies.

(a) Any dispute arising out of or related to this Agreement that Spartan and Young are unable to resolve by themselves shall be settled by arbitration in Lansing, Michigan by a panel of three arbitrators. Spartan and Young shall each designate one disinterested arbitrator, and the two arbitrators designated shall select the third arbitrator. The persons selected as arbitrators need not be professional arbitrators. Before undertaking to resolve a dispute, each arbitrator shall be duly sworn faithfully and fairly to hear and examine the matters in controversy and to make a just award according to the best of his or her understanding. The arbitration hearing shall be conducted in accordance with the commercial arbitration rules of the American Arbitration Association. The written decision of a majority of the arbitrators shall be final and binding on the Parties hereto. The costs and expenses of the arbitration hearing, including, without limitation, such legal fees and expenses as may be awarded pursuant to clause (c) below, shall be assessed between Spartan and Young in a manner to be decided by a majority of the arbitrators, and the assessment shall be set forth in the decision and award of the arbitrators. Judgment on the award, if it is not paid within thirty days, may be entered in any court having jurisdiction over the matter. No action at law or in equity based upon any claim arising out of or related to this Agreement shall be instituted in any court by any Party hereto against any other Party except: (i) an action for specific performance pursuant to Section 8.1 hereof, (ii) an action to compel arbitration pursuant to this Section, or (iii) an action to enforce the award of the arbitration panel rendered in accordance with this Section.

(b) In no event shall either Spartan or Young be liable for any consequential, special, incidental or punitive damages, including, without limitation, any lost profits of any kind, arising out of or relating to any breach of this Agreement.

EXECUTION VERSION

(c) In the event of a default by either Party which results in a proceeding for any remedy available under this Agreement, the prevailing Party shall be entitled to reimbursement from the other Party of its reasonable legal fees and expenses.

Section 8.12 Force Majeure. The failure of either Party hereto to comply with its obligations under this Agreement due to acts of God, strikes or threats thereof, or a force majeure, or due to causes beyond such Party's control, will not constitute a breach of this Agreement, and neither Party will be liable to the other Party therefor.

[SIGNATURE PAGE FOLLOWS]

EXECUTION VERSION


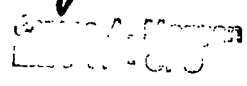
**SIGNATURE PAGE TO
ADVERTISING REPRESENTATION AGREEMENT**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SPARTAN-TV, L.L.C.

By: _____
Name:
Title:

YOUNG BROADCASTING OF LANSING, INC.

By: _____
Name:
Title: 


EXECUTION VERSION

**SIGNATURE PAGE TO
ADVERTISING REPRESENTATION AGREEMENT**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SPARTAN TV, L.L.C.

By: 

Name: Paul Kueh

Title: pres. emc.

YOUNG BROADCASTING OF LANSING, INC.

By: _____

Name:

Title:

Exhibit A

DEFINITIONS

The term "Act" means the Communications Act of 1934, as amended, and the rules, regulations and policies promulgated thereunder, as in effect from time to time.

The term "Affiliate" (and, with a correlative meaning, "Affiliated") means, with respect to any entity, any other entity that directly, or through one or more intermediaries, controls or is controlled by or is under common control with such first entity, and, if such an entity is an individual, any member of the immediate family (including parents, spouse and children) of such individual and any trust whose principal beneficiary is such individual or one or more members of such immediate family and any entity who is controlled by any such member or trust. As used in this definition, "control" (including, with correlative meanings, "controlled by" and "under common control with") means possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise).

The term "Agreement" means this Advertising Representation Agreement, as the same may be amended, supplemented or otherwise modified from time to time.

The term "FCC" means the Federal Communications Commission and its staff, acting pursuant to delegated authority.

The term "FCC Rules" means the rules, regulations, policies and practices of the FCC, as amended, from time to time.

The term "Services Agreement" means that certain Services Agreement of even date herewith between Young and Spartan with respect to the Station.

PUBLIC FILE COPY NOTE

The remaining Exhibits and Schedules contain *confidential or proprietary* information and have been redacted from the instant Public Inspection File copy pursuant to Section 73.3526(e)(16) of the FCC's rules.

FURTHER AMENDMENT TO
SERVICES AGREEMENT AND
ADVERTISING REPRESENTATION AGREEMENT

This FURTHER AMENDMENT TO SERVICES AGREEMENT AND ADVERTISING REPRESENTATION AGREEMENT (this "Amendment") is entered into as of this 31 day of October, 2012 by and between Spartan-TV, L.L.C., a Delaware limited liability company ("Spartan"), and Young Broadcasting of Lansing, Inc., a Michigan corporation ("Young").

WHEREAS, Spartan and Young are parties to a Services Agreement dated as of January 3, 2006, as amended on September 30, 2008, September 15, 2009, June 30, 2010, and November 22, 2011 (the "Services Agreement");

WHEREAS, Spartan and Young are parties to an Advertising Representation Agreement dated as of January 3, 2006, as amended on September 30, 2008, November 23, 2009, June 30, 2010, and November 22, 2011 (the "Advertising Representation Agreement"), and together with the Services Agreement, the "Agreements"; and

WHEREAS, Spartan and Young desire to extend the Term of each of the Agreements and modify certain other provisions therein as set forth in this Amendment.

NOW, THEREFORE, in consideration of the premises, and of the mutual promises and covenants contained herein and in the Agreements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and wishing to be legally bound hereby, Spartan and Young agree to amend the Agreements as follows:

1. Paragraph (b)(3) within Section 2.3 of the Services Agreement is hereby deleted and replaced with the following:

"(3) Young shall designate a master control operator who shall be responsible for monitoring and transmitting programs for WHTV's master control from 3:00 p.m. to Midnight, Monday through Sunday ("Master Control Window"). Young shall also provide such master control services for sporting events during periods outside of the Master Control Window provided adequate advance prior notice is given to Young by Spartan. Such operator may perform other duties for Young during these monitoring periods."

2. Paragraph (d) within Section 2.3 of the Services Agreement is hereby deleted in its entirety.
3. The following is hereby added as a new paragraph in Section 2.1 of the Services Agreement:

"(f) Contingent upon a favorable tower stress load study, Spartan shall be permitted to mount a 2 meter dish and transmission line on Young's

Okemos tower. Young shall provide rack space and temperature control in its transmitter building (the "Rental Space") for Spartan's microwave equipment. Spartan's equipment shall use the separate meter from Consumers Electric and shall be direct billed by Consumers Electric. Young is not obligated to provide regularly scheduled maintenance work on Spartan's microwave equipment in the Rental Space, but shall be available to provide emergency service on the equipment at a rate of [REDACTED] Dollars (\$ [REDACTED]) per hour upon Spartan's request. Spartan shall pay Young [REDACTED] Dollars (\$ [REDACTED]) per month for the use of the Rental Space."

4. Schedule 3.1 of the Services Agreement is hereby deleted and replaced with the following:

"3.1 Spartan shall pay Young a monthly Services Fee equal to [REDACTED] Dollars (\$ [REDACTED]). The Services Fee shall be payable in advance by no later than the fifth (5th) day of each calendar month, and shall be prorated, if necessary, for any partial month."

5. Schedule 2.6 of the Advertising Representation Agreement is hereby deleted and replaced with the following:

"Young's Sales Commissions for any local agency business shall be 10% and for local direct business shall be 20%. Commissions on national business shall be 8%, to be paid to Young.

In each case, the Sales Commission due for each month shall be retained by Young in accordance with Section 4.5."

6. The following is hereby added as a new paragraph in Section 4.5 of the Advertising Representation Agreement:

"(h) Spartan will reimburse Young for all its specific costs related to the shared traffic system described in Section 2.3(a). This reimbursement will be done on a pass-thru basis since Young is billed directly for all services by the traffic provider."

7. Section 5.1 of the Services Agreement and Section 5.1 the Advertising Representation Agreement are each hereby deleted and replaced with the following:

"5.1 Term. The term of this agreement commenced on January 26, 2006 (the "Commencement Date") and shall end on December 31, 2013 (the "Term") unless (i) the Term is otherwise earlier terminated by either Party pursuant to this Article V or (ii) the parties mutually

elect, in writing, to renew this agreement for an additional one (1) year term.

8. In the Services Agreement and the Advertising Representation Agreement, all references to the "United Paramount Network" or "UPN" are hereby replaced with the words "My Network Television."
9. The following is hereby added as a new paragraph in Section 5.2(m) of the Services Agreement and Section 5.2(o) of the Advertising Representation Agreement:

"by Young effective upon sixty (60) days written notice to Spartan, if Young in its exclusive judgment, determinesthat termination is necessary in order to comply with any law, rule or government regulation, or a request from the FCC or its staff."
10. Except as expressly modified herein, the Agreements shall continue to be, and shall remain, in full force and effect. All references to the Agreements in any other documents, agreements, instruments and certificates shall be deemed to refer to the Agreements as amended by this Amendment, whether or not such document, agreement, instrument, or certificate refers to this Amendment. This Amendment shall be governed, construed, and enforced in accordance with the laws of the State of Michigan (without regard to the choice of law provisions thereof). This Amendment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.
11. This Amendment may be executed by facsimile or e-mail (PDF) transmissions and in counterparts, each of which shall constitute an original but together will constitute a single document.

[Signatures Appear on Following Page]

SIGNATURE PAGE TO

FURTHER AMENDMENT TO
SERVICES AGREEMENT AND
ADVERTISING REPRESENTATION AGREEMENT

IN WITNESS WHEREOF, the parties hereto have duly executed this Further Amendment to Services Agreement and Advertising Representation Agreement as of the day and year first above mentioned.

Spartan-TV, LLC

By: 

Name: KACROPLIN

Title: President

Young Broadcasting of Lansing, Inc.

By: 

Name: President

Title: Deborah A. McDermott